

JAN 09 2018

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Attorney for Plaintiffs,
SCOOBEEZ GLOBAL, INC., an Idaho
corporation; and
SCOOBEEZ, a California corporation

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

SUMMONS ISSUED

SCOOBEEZ GLOBAL, INC., an Idaho
corporation, formerly known as ABT
HOLDINGS, INC., an Idaho corporation; and
SCOOBEEZ, a California corporation,

Plaintiff(s),

vs.

IMRAN FIROZ, an individual; and DOES 1
through 50, inclusive,

Defendant(s).

Case No.:

EC067690

UNLIMITED JURISDICTION (Amount demanded
exceeds \$25,000)

COMPLAINT FOR:

- 1) BREACH OF FIDUCIARY DUTY -
DUTY OF CARE;
- 2) BREACH OF FIDUCIARY DUTY-
DUTY OF LOYALTY;
- 3) FRAUDULENT CONCEALMENT
AND DECEIT;
- 4) NEGLIGENCE;
- 5) CONVERSION;
- 6) IMPOSITION OF CONSTRUCTIVE
TRUST
- 7) VIOLATION OF *BUSINESS AND
PROFESSIONS CODE § 17200*
- 8) VIOLATION OF *CALIFORNIA
CORPORATIONS CODE § 25402;*
- 9) WASTE OF CORPORATE ASSETS;
AND
- 10) UNJUST ENRICHMENT.

1 Plaintiffs Scoobeez ("**Scoobeez**"), a California corporation, and Scoobeez Global, Inc.,
2 an Idaho corporation ("Scoobeez Global," and together with Scoobeez, "**Plaintiffs**") by and
3 through their attorneys, alleges and complains as follows:

4
5 **PARTIES**

6 1. Plaintiff Scoobeez Global is, and was at all times herein alleged, an Idaho corporation
7 with its principal place of business at 396 S. Pasadena Ave., Pasadena, CA 91105 and at all
8 relevant times licensed to do business in California. Prior to March 29, 2017, Scoobeez Global
9 was known as ABT Holdings, Inc. ("**ABT**")

10 2. Plaintiff Scoobeez is, and was at all times herein alleged, a California corporation
11 with its principal place of business at 396 S. Pasadena Ave., Pasadena, CA 91105 and at all
12 relevant times licensed to do business in California.

13 3. Plaintiffs are informed and believe, and thereon allege, that defendant Imran Firoz
14 ("**Firoz**"), is, and at all times herein mentioned was, an individual residing in the County of
15 Orange, State of California.

16 4. The true names and capacities, whether individual, corporate, associate, or otherwise,
17 of Defendants Does 1 through 50 are unknown to Plaintiff, who therefore sues the Doe
18 defendants by fictitious names. Plaintiffs will amend this Complaint to show the true names and
19 capacities of the Doe defendants when they have been ascertained.

20 5. Plaintiffs are informed and believe, and thereon allege, that, at all times herein
21 mentioned, each defendant named in each cause of action of this Complaint was the agent,
22 servant, employee, representative, partner, joint venturer and/or alter ego of each of his/her/its
23 co-defendants and was acting within his/her/its scope and capacity as such, except where alleged
24 or contended otherwise.

25 6. Plaintiffs are informed and believe, and thereon allege, that, that each defendant
26 named in each cause of action of this Complaint is responsible for the damages alleged therein.

7. Whenever in this Complaint reference is made to any act of Defendants, such allegations shall be deemed to mean all named defendants and Does 1 through 50, or their officers, agents, managers, representatives, employees, heirs, assignees, customers and tenants, did or authorized such acts while actively engages in the operation, management, direction or contract of the affairs of Defendants and while acting within the course and scope of their duties.

JURISDICTION AND VENUE

FACTUAL ALLEGATIONS

11. Plaintiffs are informed and believe, and thereon allege, that: i) from December 2011 to March 2017, Firoz was the Chief Financial Officer of ABT; and ii) from December 2011 to May 2015, Firoz was also the Chief Executive Officer of ABT.

12. Plaintiffs are informed and believe, and thereon allege, that during his time with Scoobeez Global and Scoobeez, Firoz failed to perform and faithfully execute his duties as a shareholder, director, and CFO of the Company by, amongst other things:

- a. Failing to properly monitor cash balances of the Plaintiffs;
- b. Failing to implement risk management procedures and cash controls within accounting and billing departments;

- 1 c. Failing to properly manage Plaintiffs' financial information and accounting in
2 accordance with applicable standards, such as Generally Accepted Accounting
3 Principles;
4 d. Failing to properly report financial information to the Board of Directors;
5 e. Falsely reporting information to the Board of Directors to benefit himself and
6 others outside of the Plaintiffs.
7 f. Misappropriating confidential information and disclosing insider information to
8 non-corporate officers and to parties that are in direct business conflict with the
9 Plaintiffs;
10 g. Representing or consulting with other Publicly Traded companies without
11 providing the Company with the necessary and proper notice and disclosures;
12 h. Failing to properly and timely review, prepare, and approve public accounting
13 statements;
14 i. Removing restrictive legends from his own stock certificates and those of others
15 without obtaining proper authorization;
16 j. Issuing Preferred Shares in Scoobeez Global to related party for his own benefit
17 without proper authorization from the Board of Directors using falsified
18 resolutions; .and
19 k. Failing to maintain proper documentation of financial transactions, such as loans
20 to and from the Plaintiffs.

21 13. Plaintiffs are further informed and believe, and thereon allege, that Firoz used the
22 above along with false accusations of embezzlement in order to improperly leverage a takeover
23 of the Plaintiffs.

24 14. As result of his conduct, Firoz was terminated from all positions with Scoobeez
25 Global and Scoobeez on March 14, 2017.

26 15. At or around the time of his termination, Firoz deleted documentation and emails
27 from the Scoobeez Global servers to conceal the above conduct.

1 16. Plaintiffs are informed and believe, and thereon allege that, subsequent to his
2 termination, Firoz sold and assisted others in selling stock he had wrongfully removed stock
3 legends in an attempt to manipulate Scoobeez Global's stock price.

4 17. As a direct and proximate result of the unlawful acts of Defendants, Plaintiffs have
5 suffered and continue to suffer from damages in amounts as yet unascertained, but subject to
6 proof at trial.

7
8 **FIRST CAUSE OF ACTION**

9 *Breach of Fiduciary Duty - Duty of Care*

10 18. Plaintiffs incorporate by reference each and every previous and subsequent paragraph
11 as though set forth fully herein except to the extent it conflicts. This cause of action is brought
12 against Defendant and Does 1 through 50, jointly and individually.

13 19. Based his relationship with the Plaintiffs, Firoz owed, fiduciary duties to Plaintiffs,
14 including duty to use reasonable care.

15 20. Firoz breached this to duty Plaintiffs to use reasonable care taking the actions
16 described above in Paragraphs 12, 13, 14, and 16.

17 21. As a direct and proximate result of Firoz's breach of his duty to use reasonable care,
18 Plaintiffs have suffered damages in excess of \$5,000,000, the exact amount to be proven at the
19 time of trial.

20 22. The aforementioned acts were willful, wanton, malicious, and/or oppressive, and
21 were undertaken with the specific intent of advancing Defendants' own financial interests at the
22 expense of, and with total disregard for, the rights and interests of Plaintiffs. Plaintiffs are
23 therefore entitled to exemplary and punitive damages according to proof.

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1 30. Plaintiffs were not aware of Firoz's conduct because he was an officer and fiduciary
2 of Scoobeez Global and Scoobeez in charge of managing the financials and financial information
3 of the Plaintiffs.

4 31. As a result of Firoz's conduct, the Plaintiffs have suffered damages in excess of
5 \$5,000,000, the exact amount to be proven at the time of trial.

6 32. The aforementioned acts were willful, wanton, malicious, and/or oppressive, and
7 were undertaken with the specific intent of advancing Defendants' own financial interests at the
8 expense of, and with total disregard for, the rights and interests of Plaintiffs. Plaintiffs are
9 therefore entitled to exemplary and punitive damages according to proof.

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11 **FOURTH CAUSE OF ACTION**

12 *Negligence*

13 33. Plaintiffs incorporate by reference each and every previous and subsequent paragraph
14 as though set forth fully herein except to the extent it conflicts. This cause of action is brought
15 against Defendant and Does 1 through 50 jointly and individually.

16 34. By virtue of his position with the Plaintiffs, Firoz owed a duty to faithfully and
17 competently execute his duties.

18 35. Firoz breached that duty as described described in Paragraphs 12, 13, 14, and 16 and
19 this was the proximate cause of substantial financial harm to the Plaintiffs.

20 36. As a result of Firoz's conduct, the Plaintiffs have suffered damages in excess of
21 \$5,000,000, the exact amount to be proven at the time of trial.

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23 **FIFTH CAUSE OF ACTION**

24 *Conversion*

25 37. Plaintiffs incorporate by reference each and every previous and subsequent paragraph
26 as though set forth fully herein except to the extent it conflicts. This cause of action is brought
27 against Defendant and Does 1 through 50 jointly and individually.

1 38. Defendant Firoz has converted property in the form of Scoobeez Global Preferred
2 Stock improperly given to a related party for his own use, benefit, and financial gain.

3 39. Defendant Firoz has improperly exercised indirect and direct dominion over that
4 property.

5 40. As a direct and proximate result of that conduct, Firoz has improperly received,
6 retained, and disposed of that property that rightfully belongs to Scoobeez Global.

7 41. Plaintiff Scoobeez Global has incurred damages, in an amount of money that
8 continues to accrue, and that exceeds \$5,000,000, subject to proof at trial.

9 42. Plaintiffs are informed and believe, and on that basis allege, that Defendant's conduct
10 was intentional, despicable, malicious, oppressive and fraudulent, and was committed with
11 conscious disregard of the rights of Scoobeez Global. Said plaintiff is, therefore, entitled to an
12 award of exemplary damages against Defendant.

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14 **SIXTH CAUSE OF ACTION**

15 *Imposition of Constructive Trust*

16 43. Plaintiffs incorporate by reference each and every previous and subsequent paragraph
17 as though set forth fully herein except to the extent it conflicts. This cause of action is brought
18 against Defendant and Does 1 through 50 jointly and individually.

19 44. By reason of the fraudulent and otherwise wrongful manner in which the Firoz,
20 obtained his alleged right, claim or interest in and to the funds of the Plaintiffs and the Preferred
21 Shares in Scoobeez Global which he wrongfully issued to a related party, Firoz has no legal or
22 equitable right, claim or interest therein, but, instead, Firoz is an involuntary trustee holding said
23 property and profits therefrom in constructive trust for Plaintiffs with the duty to convey the
24 same to Plaintiff forthwith.

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1 stock would have had at the time of the sale if the information known to the Firoz had been
2 publicly disseminated prior to that time and a reasonable time had elapsed for the market to
3 absorb the information.

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5 **NINTH CAUSE OF ACTION**

6 *Waste of Corporate Assets*

7 53. Plaintiffs incorporate by reference each and every previous and subsequent paragraph
8 as though set forth fully herein except to the extent it conflicts. This cause of action is brought
9 against Defendant and Does 1 through 50 jointly and individually.

10 54. The misconduct described in Paragraphs 12, 13, 14, and 16 resulted in the waste of
11 corporate assets for which Firoz is liable to the Plaintiffs in an amount not less than \$5,000,000.

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13 **TENTH CAUSE OF ACTION**

14 *Unjust Enrichment*

15 55. Plaintiffs incorporate by reference each and every previous and subsequent paragraph
16 as though set forth fully herein except to the extent it conflicts. This cause of action is brought
17 against Defendant and Does 1 through 50 jointly and individually.

18 56. By his wrongful acts and omissions, Firoz was unjustly enriched to the expense and
19 detriment of Plaintiffs.

20 57. Plaintiffs seek restitution from Firoz and seeks an order of this Court disgorging all
21 profits, benefits, and other compensation obtained by Firoz from his wrongful conduct.

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1 15. For disgorgement of all amounts and property unjustly obtained, including but
2 not limited to all salary or other compensation paid to Firoz during the period in which he
3 breached duties of loyalty to Plaintiffs;

4 On the SIXTH CAUSE OF ACTION:

5 16. For a declaration that Firoz hold the amounts and property unjustly obtained
6 as constructive trustees for the benefit of the Plaintiffs;

7 On the SEVENTH CAUSE OF ACTION:

8 17. Full restitution and disgorgement of amounts and property unjustly obtained;
9 and

10 18. An injunction preventing Firoz from engaging in such unlawful business
11 practices or committing any acts of unfair competition in the future;

12 On the EIGHTH CAUSE OF ACTION:

13 19. Determining and awarding Plaintiffs treble damages pursuant to *California*
14 *Corporations Code §25502.5(a)* for violations of *California Corporations Code §25402*;

15 On the NINTH CAUSE OF ACTION:

16 20. For damages according to proof, and interest thereon at the maximum legal
17 rate;

18 21. For an accounting; and

19 22. For attorneys' fees and costs pursuant to statute.

20 On the TENTH CAUSE OF ACTION:

21 23. For disgorgement and restitution profits, benefits, and other compensation
22 obtained from wrongful conduct, and other damages according to proof, and interest thereon at
23 the maximum legal rate;

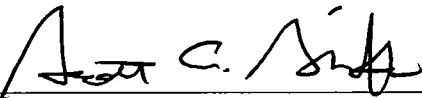
24 On ALL CAUSES OF ACTION:

25 24. For costs of suit incurred herein; and

26 25. For such other and further relief as the Court deems just and proper.
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1 Dated: January 8, 2018

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4 THE SHEIKH LAW FIRM,
a Professional corporation

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6 By: 

7 Scott A. Sheikh, Esq.
8 Attorney for Plaintiffs
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